



### SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into by the United States Department of Agriculture, Animal and Plant Health Inspection Service ("APHIS"), and Donna Birdsong, with reference to the following facts:

1. At all times mentioned herein, Donna Birdsong operated as a Dealer under the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) (the "AWA") at the facility located at Rural Route 2, Box 2290, Dora, Missouri.

2. APHIS has documented evidence of Donna Birdsong's non-compliance with the AWA and the regulations promulgated thereunder (9 C.F.R. § 1.1 *et seq.*), and specifically, has documented evidence of Donna Birdsong's failure to provide dogs with adequate veterinary care and maintain housing facilities for dogs, as required by the AWA regulations and AWA standards for the humane handling and treatment of animals (9 C.F.R. §§ 2.40, 3.1).

3. APHIS has not instituted an administrative enforcement action based on the findings described above in paragraph 2.

4. APHIS and Donna Birdsong have determined to settle the issues related to the potential violations of the AWA and the regulations and standards issued thereunder, as described above.

NOW, THEREFORE, it is agreed as follows:

5. Donna Birdsong admits that the Secretary has jurisdiction in this matter, and waives oral hearing and further procedure.

6. Donna Birdsong consents and agrees to the following:

a. Donna Birdsong agrees to sell, donate, and/or transfer ownership and possession of any dogs on his or her premises, regardless of ownership, within twelve (12) weeks from the date Donna Birdsong signs this Settlement Agreement.

NO DOGS SINCE AUG. 2010



b. ~~Animal Care will, upon written request, grant an exemption for Donna Birdsong to retain a reasonable number of dogs that are maintained for her own personal use and enjoyment, provided that the laws of the jurisdiction where Donna Birdsong lives allow her to keep the animals.~~

c. Animal Care will, upon written request, grant a one-time exemption from the licensing requirements for the transfer, movement, and/or sale of any dog that Donna Birdsong holds at the time Donna Birdsong signs this Settlement Agreement, to include the transportation of dogs that are less than eight (8) weeks of age.

*DONE BY DAN HUTCHINGS 1 YEAR AGO*  
d. At a time that is mutually agreeable to both parties, Animal Care shall take an inventory of the animals currently present at Donna Birdsong's facility, and Animal Care shall take a second inventory of animals present at Donna Birdsong's facility within twelve (12) weeks from the date Donna Birdsong signs this Settlement Agreement to verify compliance with paragraph (a) above. Donna Birdsong shall not unreasonably withhold her consent to a time and date for Animal Care to conduct the inventory. Donna Birdsong shall document all sales, donations, and transfers of ownership and provide copies of those documents to Animal Care within twelve (12) weeks from the date Donna Birdsong signs this Settlement Agreement.  
*NO RECORDS - 1 1/2 YEARS AGO*

e. As of the date Donna Birdsong signs this Settlement Agreement, AWA license 43-A-4620 is hereby revoked.

f. Donna Birdsong and any partnerships, firms, corporations or other legal entities that she controls or in which she has a substantial interest, financial or otherwise, are permanently disqualified from (a) obtaining an Animal Welfare Act license, and (b) engaging in activities governed by the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) and regulations issued thereunder (9 C.F.R. § 1.1 *et seq.*), either directly or indirectly, on or off Rural Route 2, Box 2290, Dora, Missouri.



7. Donna Birdsong consents and agrees that her failure to comply with the terms of this Settlement Agreement shall automatically void paragraph 8 below, and that APHIS shall have the right to immediately institute enforcement proceedings against Donna Birdsong based upon the non-compliant items documented at Rural Route 2, Box 2290, Dora, Missouri, in connection with animal welfare investigation MO10100-AC, and any future violations, and to pursue any and all remedies available to APHIS under the AWA.

8. For and in consideration of Donna Birdsong's agreements and actions described in paragraph 6 above, and the promises and admissions of Donna Birdsong set forth herein, APHIS agrees not to institute an administrative or civil enforcement action against Donna Birdsong in connection with the alleged AWA violations documented in animal welfare investigation MO10100-AC.

APHIS and Donna Birdsong warrant and represent that their respective representatives, whose signatures appear below, have the authority to execute this Settlement Agreement and to bind each of the parties, respectively, to this Settlement Agreement.

Donna Birdsong

Signature: \_\_\_\_\_

Date: 4/5/12

U.S. DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE

Signature: \_\_\_\_\_

Date: 4/16/12

Robert J. Huttenlocker  
Director  
Investigative and Enforcement Services  
Animal and Plant Health Inspection Service  
United States Department of Agriculture